

CONTRACTUAL CLAUSES

THIS AGREEMENT is made between (here insert name and address of the employer)

.....
.....

(herein called 'the employer') and each of the seamen whose name is included in the list of crew incorporated in this Agreement.

IT IS AGREED THAT:

(i) the employer will employ each seaman and the seaman will serve in the capacity and at the rate of wages expressed against his name in the list of crew incorporated in this Agreement,

(ii) this Agreement shall be for a voyage or voyages within (geographical limits to be stated, e.g. near coastal, unlimited or by reference to geographical locations including latitude and longitude).

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and is not to extend beyond the expiration of twelve months from the date of the first signature to this Agreement or the time at which the vessel first arrives at the port of final destination (country to be stated, e.g. United Kingdom)

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after that period;

(iii) after either

(a) one voyage has been completed by a seaman under this Agreement; or

(b) seven days have elapsed since a seaman's employment under this Agreement commenced;

either the seaman or the employer may give to the other notice (in writing or orally before a witness) to terminate the seaman's employment under this Agreement such notice to take effect at a Port in

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(state country) and to be given not less than.....hours/days (exclusive of Saturdays; Sundays and Public Holidays) either before the vessel is due to arrive at that port or if the employment is to terminate at the port where the vessel is when the notice is given, before it is due to sail.

(iv) In relation to an individual seaman this Agreement may be terminated:-

(a) by mutual consent;

(b) if medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury;

(c) by appropriate notice in accordance with the provisions of this Agreement;

(d) if a seaman is absent without leave at a time for sailing;

(e) if, in the opinion of the master the continued employment of the seaman would be likely to endanger the vessel or any person on board.

(v) the employer agrees that if a seaman shows to the satisfaction of the master or the employer that he can obtain the command of a vessel or an appointment as mate or engineer or to any post of higher grade than he actually holds, or that any other circumstance has arisen since his engagement which renders it essential to his interests that he should be permitted to take his discharge, he may claim his discharge provided that without increased expense to the employer and to the satisfaction of the employer or his agent he furnishes a competent and reliable man in his place. In such case the seaman shall be entitled to his wages up to the time of leaving his employment.

(vi) insert any further provisions about pay and any provisions about hours of work, leave and subsistence unless this is specified in separate contract(s) of employment with the seaman/seamen concerned.

(vii) The employer agrees that, despite whatever may be printed or written in these Articles now or hereafter, signature on these Articles by any seafarers at the time of discharge from the ship shall not amount to a release of the owners and/or the vessel from any claim for wages or any other claim of the seafarers which is outstanding at discharge but shall amount only to an acknowledgement of discharge, and receipt of wages at discharge shall not be treated as full and final settlement of all outstanding wages.

Note:- Only clauses for which the employer has the approval of the Isle of Man Ship Registry may be included as contractual clauses except for those in (vi) above relating to pay, hours of work, leave and subsistence provided they comply fully with the requirements of current Merchant Shipping Legislation, or Merchant Shipping Notices in respect of those matters.

Signature of employer, master or any other person authorised by the employer.

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Date.....

Place.....

